

ORIGINAL

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

GEORGE G. WEICKHARDT (SBN 58586)
WENDY C. KROG (SBN 257010)
ROPER, MAJESKI, KOHN & BENTLEY
201 Spear Street, Suite 1000
San Francisco, CA 94105
Telephone: (415) 543-4800
Facsimile: (415) 972-6301
Email: gweickhardt@rmkb.com
wkrog@rmkb.com

Attorneys for Defendant
CHASE BANK USA, N.A.

FILED

2008 AUG 20 AM 11:21

CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY KML DEPUTY

VIA FAX

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

VIRGILIO ESCAMILLA,
Plaintiff,
v.
CHASE BANK USA, N.A.,
and DOES 1 through 10, inclusive,
Defendants.

CASE NO. '08 CV 1536 JM WMC

NOTICE OF REMOVAL OF CIVIL
ACTION FROM STATE COURT TO
UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF CALIFORNIA

TO THE JUDGES OF THE UNITED STATES DISTRICT COURT, SOUTHERN
DISTRICT OF CALIFORNIA, AND TO ALL PARTIES AND THEIR ATTORNEYS
HEREIN:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §1441(a), defendant CHASE
BANK USA, N.A., a national banking association, hereby removes the above-entitled action from
the Superior Court of the State of California in and for the County of San Diego to the United
States District Court for the Southern District of California, based on the following facts:

1. On or about July 14, 2008, plaintiff filed an action in the Superior Court of the
State of California for the County of San Diego, entitled *Virgilio Escamilla, plaintiff, v. Chase
Bank, U.S.A., N.A., et al., defendants*, action number 37-2008-00056311-CU-PO-NC ("the

RC1/5167030.1/WK1

- 1 -

NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT TO UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF
CALIFORNIA

CR

1 Action"). A copy of the original complaint is attached hereto as Exhibit A.

2 2. The Action alleges violations of the California and Federal Fair Debt Collection
3 Practices Act and tort claims for invasion of privacy and tort *in se* in relation to a debt owed on a
4 credit card account issued by Chase to plaintiff.

5 3. The complaint alleges that plaintiff engaged the Doan Law Firm to end
6 communications from debt collectors. Plaintiff alleges that after receiving notice of the Doan
7 Law Firm's representation, Chase communicated with plaintiff regarding his credit card debt in
8 violation of Title 1.6C of the California Civil Code and 15 U.S.C. § 1692.

9 4. Plaintiff's complaint prays for damages in the amount of \$595,028.00.

10 5. Plaintiff is a resident and a citizen of the State of California.

11 6. Defendant Chase Bank, USA, N.A. is a national banking association, with its
12 principal place of business in the State of Delaware. Its charter states that its main office is
13 located in the State of Delaware. It is therefore a citizen of the State of Delaware.

14 7. This Action is a case under which the United States District Court has original
15 jurisdiction under 28 U.S.C. § 1332(a)(1), in that it is a civil action where the matter in
16 controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and is between
17 citizens of different States.

18 8. This Action is also a case under which this Court has original jurisdiction under 28
19 U.S.C. §1331, and is one which may be removed to this Court by Chase pursuant to the
20 provisions of 28 U.S.C. §1441(a), in that the claims in this action arise under the Fair Debt
21 Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

22 9. Plaintiff alleges violation of the Federal Fair Debt Collection Practice Act in
23 several paragraphs of his complaint, including the following:

24 a. Paragraph 5: "The United States Congress has made . . . findings and
25 declaration of purpose under the FDCPA . . ."

26 b. Paragraph 6: "... CHASE violated . . . Federal laws which were
27 specifically enacted to protect [plaintiff] from abusive, deceptive, and
28 unfair conduct by CHASE."

- c. Paragraph 10: "ESCAMILLA incurred a 'debt' with CHASE as that term is defined by . . . 15 U.S.C. § 1692a(5)."
- d. Paragraph 12: "DOAN LAW FIRM was retained to . . . [s]top all future communications and harassment from creditors using the . . . FDCPA."
- e. Paragraph 27: ". . . CHASE . . . refused to abide by the laws of the . . . FDCPA . . ."
- f. Paragraph 30: "As a 'Debt Collector,' CHASE is fully aware of California's debt collection laws, including the . . . FDCPA."
- g. Paragraph 31: "CHASE knew each of its harassing communications were subject to . . . 15 U.S.C. § 1692 (FDCPA)."
- h. Paragraph 32: "CHASE knew each of its . . . communications were . . . violations of . . . 15 USC § 1692 (FDCPA)."
- i. Paragraph 42: "FDCPA 15 USC § 1692(b)(6) provides in pertinent part: [quote]."
- j. Paragraph 43: "CHASE violated 15 USC §1692(b)(6) . . ."
- k. Paragraph 44: "FDCPA 15 USC § 1692(c)c provides [quote]."
- l. Paragraphs 45-46: "CHASE violated 15 USC § 1692(c)c . . ."

10. Chase was served with a copy of the complaint on July 24, 2008, and 30 days from that date has not yet elapsed. A copy of the summons is attached hereto as Exhibit B. This Notice of Removal is being filed within 30 days after the receipt by any defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based.

11. For the reasons stated above, defendant Chase Bank USA, N.A. hereby removes the above-entitled action.

1 Dated: August 19, 2008

Respectfully submitted,

2 ROPERS, MAJESKI, KOHN & BENTLEY

3
4 By: 

5 GEORGE G. WEICKHARDT
6 WENDY C. KROG
7 Attorneys for Defendant
8 CHASE BANK USA, N.A.
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

1 **CASE NAME:** *Escamilla v. Chase Bank USA, N.A.*

2 **ACTION NO.:**

3 **PROOF OF SERVICE**

- 4 1. At the time of service I was over 18 years of age and not a party to this action.
- 5 2. My business address is 201 Spear Street, Suite 1000, San Francisco, CA 94105.
- 6 3. On August 19, 2008, I served the following documents:

7 **NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT TO UNITED**
8 **STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA**

- 9 4. I served the documents on the persons at the address below (along with their fax numbers and/or email addresses if service was by fax or email):

10 *Attorneys for plaintiff*
11 Matthew M. McCormick, Esq.
12 DOAN LAW FIRM, LLP
13 2850 Pio Pico Drive, Suite D
14 Carlsbad, CA 92008
Telephone: (760) 450-3333
Facsimile: (760) 720-6082
E-mail: matt@doanlaw.com

- 15 5. I served the documents by the following means:

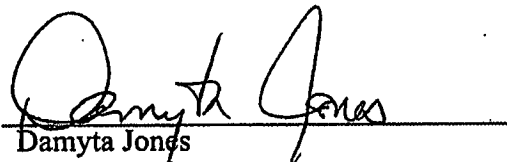
16 a. ☒ By United States mail: I enclosed the documents in a sealed envelope or package
17 addressed to the persons at the addresses specified in item 4 and placed the envelope for
18 collection and mailing, following our ordinary business practices. I am readily familiar with this
19 business's practice for collecting and processing correspondence for mailing. On the same day
20 that correspondence is placed for collection and mailing, it is deposited in the ordinary course of
21 business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

22 b. ☐ By overnight delivery: I enclosed the documents in an envelope or package
23 provided by an overnight delivery carrier and addressed to the persons at the addresses in item 4.
24 I placed the envelope or package for collection and overnight delivery at an office or a regularly
25 utilized drop box of the overnight delivery carrier.

26 c. ☐ By email or electronic transmission: Based on an agreement between the parties
27 and/or as a courtesy, I sent the documents to the persons at the email addresses listed in item 4. I
28 did not receive, within a reasonable time after the transmission, any electronic message or other
indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: August 19, 2008


Danyta Jones

FILED
NORTH COUNTY DIVISION
2008 JUL 14 PM 2:09

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

1 Matthew M. McCormick, SBN 182543
Doan Law Firm, LLP
2 2850 Plo Pico Drive, Suite D
Carlsbad, CA 92008
3 Phone (760) 450-3333 • Fax (760) 720-6082
matt@doanlaw.com
4

5 Attorney for PLAINTIFF
6
7

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 NORTH COUNTY JUDICIAL DISTRICT

37-2008-00056311-CU-PO-NC

10
11 VIRGILIO ESCAMILLA,

12 Plaintiff,

13 vs.

14 CHASE BANK USA, N.A.,

15 and DOES 1 through 10, Inclusive,

16 Defendants.
17

Case No:

**COMPLAINT SEEKING
MONETARY DAMAGES,
INJUNCTIVE DECLARATORY
RELIEF, FOR VIOLATIONS
OF RFDCPA; RIGHT TO
PRIVACY; TORT IN SE.**

**DEMAND: \$595,028.00,
ATTORNEY FEES AND COSTS,
INJUNCTIVE RELIEF,
DECLARATORY RELIEF.**

JURY TRIAL DEMANDED

18
19
20 **I.**

21 **INTRODUCTION**
22

23 1. Plaintiff, VIRGILIO ESCAMILLA, ("ESCAMILLA"), brings this Lawsuit
24 against the DEFENDANT, CHASE BANK USA, N.A., ("CHASE"), for its
25 unlawful and unfair debt collection practices in repeated violations of
26 the **Rosenthal Fair Debt Collection Practices Act ("RFDCPA")** and
27 other **Torts**.

28 2. ESCAMILLA seeks actual economic and non-economic damages,

1 attorney fees, costs, injunctive relief, punitive damages, and
 2 declaratory relief.

3 4 II.

5 FINDINGS AND PURPOSE OF STATUTES VIOLATED

6
 7 3. The California Legislature made the following **findings** and **purpose** in
 8 creating the **RFDCPA**:

9 (1) *The banking and credit system and grantors of credit to*
 10 *consumers are dependent upon the collection of just and owing*
 11 *debts. Unfair or deceptive collection practices undermine the*
 12 *public confidence which is essential to the continued functioning*
 13 *of the banking and credit system and sound extensions of credit*
 14 *to consumers.*

15 (2) *There is need to ensure that debt collectors and debtors*
 16 *exercise their responsibilities to one another with fairness,*
 17 *honesty and due regard for the rights of the other.*

18 (b) *It is the purpose of this title to prohibit debt collectors from*
 19 *engaging in unfair or deceptive acts or practices in the collection*
 20 *of consumer debts and to require debtors to act fairly in entering*
 21 *into and honoring such debts, as specified in this title.*

22 4. On September 3, 1999, "urgency legislation" was passed adding
 23 1788.17 to the RFDCPA which incorporated nearly all of the provisions
 24 of the Federal Fair Debt Collection Practices Act ("FDCPA").

25 5. The United States Congress has made the following **findings** and
 26 declaration of **purpose** under the **FDCPA**:

27 (a) *Abusive practices. There is abundant evidence of the use of*
 28 *abusive, deceptive, and unfair debt collection practices by many*

1 *debt collectors. Abusive debt collection practices contribute to*
2 *the number of personal bankruptcies, to marital instability, to the*
3 *loss of jobs, and to invasions of individual privacy.*

4 *(b) Inadequacy of laws. Existing laws and procedures for*
5 *redressing these injuries are inadequate to protect consumers.*

6 *(e) Purposes. It is the purpose of this title [15 USCS §§ 1692 et*
7 *seq.] to eliminate abusive debt collection practices by debt*
8 *collectors, to insure that those debt collectors who refrain from*
9 *using abusive debt collection practices are not competitively*
10 *disadvantaged, and to promote consistent State action to protect*
11 *consumers against debt collection abuses.*

12 6. The Gravamen of ESCAMILLA'S complaint is that CHASE violated State
13 and Federal laws which were specifically enacted to protect him from
14 abusive, deceptive, and unfair conduct by CHASE.

15
16 **III.**

17 **JURISDICTION**

18
19 7. Jurisdiction of this Court arises under Cal. Code Civ. Proc. 410.10 et
20 seq.

21 **IV.**

22 **PARTIES**

23
24 8. ESCAMILLA is a "debtor" as that term is defined by California Civil
25 Code § 1788.2(h).

26 9. CHASE is a "debt collector" as that term is defined by California Civil
27 Code § 1788.2(c) and is a "person" as that term is defined by California
28 Civil Code § 1788.2 (g).

V.

FACTS

ESCAMILLA Retained Law Firm:

10. ESCAMILLA incurred a "debt" with CHASE as that term is defined by California Civil Code §1788.2(d) and 15 U.S.C. § 1692a(5).
11. On 01/10/2008, ESCAMILLA retained the DOAN LAW FIRM to end communications on the debt under the RFDCPA, and to eliminate all personal liability on the debt via Title 11 of the United States Code.
12. Specifically, DOAN LAW FIRM was retained to provide the following three (3) services:
 - 1) Stop all future communications and harassment from creditors using the RFDCPA and FDCPA;
 - 2) Eliminate personal liability under Title 11 relief; and
 - 3) Ensure creditors comply under the Fair Credit Reporting Act (FCRA) after the Bankruptcy Discharge.
13. ESCAMILLA paid money for services to stop creditor communications from the retainer date until the Bankruptcy was filed.
14. The debt to CHASE was eventually discharged by a Chapter 7 Bankruptcy and CHASE has no further contractual rights to enforce the debt against ESCAMILLA personally.

Legal Help Was Provided To Protect ESCAMILLA From CHASE:

15. Prior to the Bankruptcy Filing, DOAN LAW FIRM, LLP ordered CHASE, by written "Cease and Desist Order(s)," to cease all communications with ESCAMILLA, as incorporated by Exhibit "A" herein.

- 1 16. The written Order(s) to CHASE specifically provided the following:
- 2 a) ESCAMILLA would soon be filing for Title 11 Federal Protection;
- 3 b) Advised that ESCAMILLA refused to pay the debt;
- 4 c) Advised that there was now attorney representation by the
- 5 DOAN LAW FIRM, LLP with respect to the debt; and
- 6 d) Ordered that CHASE Cease and Desist all further
- 7 communications with ESCAMILLA with respect to the debt.
- 8

9 **CHASE Had Actual Knowledge Of Attorney Representation:**

10

- 11 17. CHASE physically received the Cease and Desist Order(s).
- 12 18. CHASE had actual knowledge of **attorney representation** by the
- 13 DOAN LAW FIRM, LLP;
- 14 19. CHASE actually knew it had to **Cease and Desist** all further
- 15 communications with ESCAMILLA with respect to the debt.
- 16 20. CHASE actually knew ESCAMILLA **refused to pay** the debt.
- 17 21. CHASE actually knew ESCAMILLA was preparing to file for **Federal**
- 18 **Relief under Title 11,**
- 19 22. CHASE actually **knew that it was now prohibited from contacting**
- 20 ESCAMILLA by all means.
- 21 23. CHASE actually knew it could no longer call, write, send billing
- 22 statements, statements of account, or any other communication
- 23 except legal process to ESCAMILLA.
- 24 24. CHASE knew it could only communicate with the DOAN LAW FIRM, LLP.
- 25 25. CHASE knew it could only call, write, send billing statements, and send
- 26 statements of account, to the DOAN LAW FIRM, LLP.
- 27 26. CHASE knew that any further communications of any kind with
- 28 ESCAMILLA were prohibited, unlawful, illegal, and would subject it to

1 liability damages.

2
3 **CHASE Committed Unlawful Acts:**

4
5 27. Despite knowledge of attorney representation, CHASE intentionally,
6 willfully, deliberately, and knowingly, refused to abide by the laws of
7 the RFDCPA and FDCPA as demanded in the Cease and Desist Orders,
8 and communicated with ESCAMILLA in an attempt to collect on its
9 debt.

10 28. Specifically, CHASE continued communications with ESCAMILLA, as
11 further evidenced by Exhibit "B" incorporated herein.

12 29. The unlawful contact by CHASE can be summarized by the following
13 chart:
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RFDCPA Violations

Chase

Two (2) Notices: (See Exhibit "A")

	Date	Type	Comments
1	01/11/08	Cease/desist order #1	Initial notification
2	03/18/08	Cease/desist order #2	Sent in response to violations 1-14 (see below)

Sixteen (16) Contact Violations: (See Exhibit "B")

	Date	Type	Comments
1	01/07/08	Billing Statement	Sent despite notice 1 (see above)
2	01/25/08	Billing Statement	Sent despite notice 1
3	02/07/08	Billing Statement	Sent despite notice 1
4	02/15/08	Letter	Sent despite notice 1
5	02/25/08	Billing Statement	Sent despite notice 1
6	02/27/08	Letter	Sent despite notice 1
7	03/01/08	Phone Call	Sent despite notice 1
8	03/05/08	Letter	Sent despite notice 1
9	03/11/08	Phone Call	Sent despite notice 1
10	03/11/08	Phone Call	Sent despite notice 1
11	03/11/08	Phone Call	Sent despite notice 1
12	03/12/08	Phone Call	Sent despite notice 1
13	03/18/08	Phone Call	Sent despite notice 1
14	03/18/08	Phone Call	Sent despite notice 1
15	04/13/08	Phone Call	Sent despite notice 1 and notice 2
16	04/16/08	Letter	Sent despite notice 1 and notice 2

CHASE Willfully And Knowingly Violated the RFDCPA:

30. As a "Debt Collector," CHASE is fully aware of California's debt collection laws, including the RFDCPA and FDCPA.
31. CHASE knew each of its harassing communications were subject to Title 1.6C (RFDCPA) of the California Civil Code and 15 USC § 1692

1 (FDCPA).

2 32. CHASE knew each of its harassing communications were willful and
3 knowing violations of Title 1.6C (RFDCPA) of the California Civil Code
4 and 15 USC § 1692 (FDCPA).

5 33. CHASE'S harassing communications are part of an overall unlawful
6 business pattern and practice whereby it has knowingly, willfully, and
7 intentionally enterprised a profitable scheme through illegal collection
8 activity.

9 34. CHASE rarely, if ever, is sued over such harassing communications,
10 since very few debtors are aware that their rights are being violated
11 and/or very few attorneys are willing to take on such cases.

12 35. CHASE is highly motivated to continue their harassing communications
13 since any claims paid out as a result of such wrongful conduct are
14 minuscule when compared to the overall profits generated from such
15 illegal acts.

16
17 **ESCAMILLA Suffered Damages As A**
18 **Result Of CHASE'S Conduct:**
19

20 36. As a direct result of CHASE'S harassing communications, ESCAMILLA
21 has incurred actual damages consisting of mental and emotional
22 distress, nervousness, grief, embarrassment, loss of sleep, anxiety,
23 worry, mortification, shock, humiliation, indignity, pain and suffering,
24 and other injuries.

25 37. ESCAMILLA incurred out of pocket monetary damages when attorney
26 fees and costs were paid to the DOAN LAW FIRM, LLP, for services
27 provided to protect ESCAMILLA under the RFDCPA and FDCPA, which
28 ultimately failed.

1 38. ESCAMILLA incurred additional incidental actual damages including but
2 not limited to transportation and gasoline costs to the law firm,
3 telephone call charges, postage, and other damages.

4 39. ESCAMILLA continues to incur attorney fees and costs in filing this suit
5 and bringing this matter to trial.

6 40. Each of CHASE'S harassing acts were so willful, vexatious, outrageous,
7 oppressive, and maliciously calculated enough, so as to warrant
8 statutory penalties and punitive damages.

9 VI.

10 FOUR (4) CAUSES OF ACTION

11 FIRST CAUSE OF ACTION:

12 VIOLATION OF §1788.17 of the RFDCPA

13
14
15
16 41. ESCAMILLA realleges and incorporates by reference the above
17 paragraphs as though set forth fully herein.

18 42. FDCPA 15 USC § 1692(b)(6) provides in pertinent part:
19 *after the debt collector knows the consumer is **represented by an***
20 ***attorney** with regard to the subject debt and has knowledge of, or can*
21 *readily ascertain, such attorney's name and address, **not***
22 ***communicate with any person other than that attorney.....***

23 43. CHASE violated 15 USC § 1692(b)(6) since it contacted and harassed
24 ESCAMILLA after being directly notified of attorney representation.

25 44. FDCPA 15 USC § 1692(c) provides:
26 *If a consumer notifies a debt collector in writing that the consumer*
27 ***refuses to pay a debt** or that the consumer wishes the debt collector*
28 ***to cease further communication** with the consumer, the debt*

1 *collector shall **not communicate** further with the consumer with*
2 *respect to such debt.*

3 45. CHASE violated 15 USC § 1692(c)c since it contacted and harassed
4 ESCAMILLA after being directly notified of the refusal to pay the debt.

5 46. CHASE violated 15 USC § 1692(c)c since it contacted and harassed
6 ESCAMILLA after being directly notified to cease and desist all further
7 communication.

8 47. California Civil Code Section § 1788.17 requires that CHASE comply
9 with the provisions of 15 USC § 1692(b)(6) and § 1692(c)c.

10 48. The foregoing violations of 15 USC § 1692(b)(6) and § 1692(c)c by
11 CHASE result in separate violations of California Civil Code Section §
12 1788.17.

13 49. The foregoing acts by CHASE were willful and knowing violations of Title
14 1.6C of the California Civil Code (FRDCPA), are sole and separate
15 violations under California Civil Code Section § 1788.30(b), and trigger
16 **multiple \$1,000.00 penalties.**

17 50. California Civil Code Section 1788.17 provides that CHASE is subject to
18 the remedies of 15 USC § 1692(k) for failing to comply with the
19 provisions of 15 USC § 1692(b)(6) and § 1692(c)c.

20 51. The foregoing acts by CHASE were intentional, persistent, frequent, and
21 devious violations of 15 USC § 1692(b)(6) and § 1692(c)c, which
22 trigger **additional damages of \$1,000.00** under 15 USC §
23 1692(k)(a)(2)(A).

24
25 **SECOND CAUSE OF ACTION:**

26 **VIOLATION OF § 1788.14(c) of the RFDCPA**

27
28 52. ESCAMILLA realleges and incorporates by reference the above

1 paragraphs as though set forth fully herein.

2 53. California Civil Code Section 1788.14(c) provides in pertinent part:
3 *No debt collector shall collect or attempt to collect a consumer debt by*
4 *means of the following practices:*

5 *(c) **Initiating communications**, other than statements of*
6 *account, with the debtor with regard to the consumer debt, when*
7 *the debt collector has been previously **notified in writing by***
8 ***the debtor's attorney that the debtor is represented by***
9 ***such attorney** with respect to the consumer debt and such*
10 *notice includes the attorney's name and address and a request*
11 *by such attorney that all communications regarding the*
12 *consumer debt be addressed to such attorney....*

13 54. CHASE violated California Civil Code Section § 1788.14(c) since they
14 contacted and harassed ESCAMILLA beyond statements of account,
15 after being directly notified in writing of attorney representation
16 concerning the debt.

17 55. The forgoing act(s) by CHASE were willful and knowing violations of
18 Title 1.6C of the California Civil Code (FDCPA), are sole and separate
19 violations under California Civil Code Section § 1788.30(b), and trigger
20 **additional \$1,000.00 penalties** against CHASE.

21
22 **THIRD CAUSE OF ACTION:**

23 **INVASION OF PRIVACY (INTRUSION UPON SECLUSION)**

24
25 56. ESCAMILLA repeats re-alleges and incorporates by reference all other
26 paragraphs.

27 57. CHASE engaged in improper conduct in knowingly and intentionally
28 pursuing ESCAMILLA to force payment of their debt.

1 58. ESCAMILLA had a reasonable expectation of privacy in his solitude,
2 seclusion, and or private concerns or affairs of privacy.

3 59. CHASE Intentionally Intruded on ESCAMILLA' privacy by repeated
4 harassment from unlawful communications.

5 60. CHASE'S Intrusions and invasions against ESCAMILLA occurred in such
6 a way that would be highly offensive to reasonable persons in that
7 position.

8
9 **FOURTH CAUSE OF ACTION:**

10 **TORT IN SE**

11
12 61. ESCAMILLA realleges and Incorporates the above paragraphs as
13 though set forth fully herein.

14 62. CHASE engaged in an unlawful course of conduct in violations of the
15 FDCPA, RFDCPA, California Civil Code Section §1708, California Civil
16 Code Section §43.

17 63. CHASE violated a statutory duty owed to another and is thus liable
18 under the doctrine of "Tort-in-Se."

19
20 **VII.**

21 **PRAYERS FOR RELIEF**

22
23 **WHEREFORE,** ESCAMILLA having set forth the claims for relief against
24 CHASE, respectfully prays that this Court grant relief in the amount of
25 **\$595,028.00** monetary damages (**\$51,548.00** Actual Damages,
26 **\$28,000.00** Penalties, **\$515,480.00** Punitive Damages), **Attorney Fees**
27 **and Costs** According to Proof, **Injunctive Relief**, and **Declaratory Relief**.

28 Such relief is reasonably justified under the circumstances, and is more

1 specifically broken down as follows:

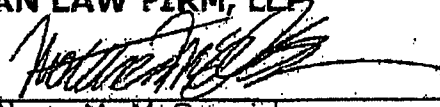
- 2 A. **Actual Economic Damages** totaling at least **\$1,548.00**,
3 consisting of **\$533.00 attorney fees** previously paid to Doan
4 Law Firm to end the harassment, and \$15.00 in transportation,
5 gasoline, telephone call charges, and postage, pursuant to
6 California Civil Code §1788.30(a); **\$1,000.00 Additional**
7 **Damages** pursuant to California Civil Code § 1788.17
8 Incorporating 15 USC § 1692(k); and other economic damages
9 accruing prior to the Order for Bankruptcy Relief;
- 10 B. **Actual Non-Economic Damages** of **\$50,000.00** pursuant to
11 California Civil Code §1788.30(a) for mental and emotional
12 distress, nervousness, grief, embarrassment, loss of sleep,
13 anxiety, worry, mortification, shock, humiliation, indignity, pain
14 and suffering, and other injuries;
- 15 C. Penalties of **\$16,000.00** against CHASE arising from sixteen
16 (16) violations at \$1,000.00 per violation pursuant to California
17 Civil Code §1788.17 and §1788.30(b);
- 18 D. Penalties of **\$12,000.00** against CHASE arising from twelve (12)
19 violations at \$1,000.00 per violation pursuant to California Civil
20 Code §1788.14(c) and §1788.30(b).
- 21 E. **Punitive damages** of **\$514,480.00** equal to 10 times the
22 forfeing Actual Damages for Invasion of Privacy, Right to
23 Seclusion, and Tort In Se;
- 24 F. **Costs of Litigation** and reasonable **Attorney's Fees** against
25 CHASE pursuant to California Civil Code §1788.30(c), and Cal.
26 Code Civ. Proc. §1021.5, California Civil Code §1788.17 for the
27 violation of 15 USC §1962k of the FDCPA, Right to Seclusion,
28 Tort In Se;

- 1 G. **Injunctive Relief** against CHASE, restraining them from any
2 further contact with ESCAMILLA;
3 H. **Declaratory Relief** against CHASE, declaring their practices of
4 communicating with and harassing ESCAMILLA was in violation of
5 California Civil Code Section §1788.14(c), California Civil Code
6 Section §1788.17, California Civil Code Section §1708, California
7 Civil Code Section 43, 15 USC § 1692(b)(6), and 15 USC §
8 1692(c);
9 I. Such other and further relief as the Court may deem just and
10 proper.

11
12 Dated: July 9, 2008

Respectfully submitted,

DOAN LAW FIRM, LLP

13
14
15 By: 
16 Matthew M. McCormick,
Attorney for Plaintiff
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

DOAN, LEVINSON & LILJEGREN, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

January 11, 2008

Chase
800 Brookside Blvd
Westerville, OH 43081

Re: Debtor(s): Virgilio Escamilla
Account No: 426684103626
Soc Sec No: xxx-xx-3208

To Whom It May Concern:

You are hereby notified the above named debtor(s) have retained the law firm of DOAN, LEVINSON, & LILJEGREN, LLP with respect to an alleged debt you are attempting to collect. Accordingly, you must cease and desist all future communications with the above referenced Debtors(s) in accordance with California Civil Code Section 1788.14(c) and 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means.

Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client.

Be advised the debtor(s) dispute the validity of the debt and refuse to pay. You now must obtain verification of the debt and send the same to both the consumer(s) and this office prior to any further collection efforts, pursuant to GCC 1788.17 and 15 U.S.C. 1692(g).

Please direct all future correspondence to our office by utilizing any of the following available channels:

EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above
PHONE: (760) 450-3333 Ext 3 (during the hours of 8am to 10am, PDT, M-F).

Any further unlawful communication with our client(s) absent our express written consent will violate the above reference laws and result in a claim by the Debtor(s) against you for damages. Should the Debtor(s) file Bankruptcy, such a claim is an asset of the estate, must be disclosed, and will most likely result in an lawsuit against you.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours,

DOAN, LEVINSON, & LILJEGREN, LLP


Michael G. Doan, Esq.

DOAN, LEVINSON & LILJEGREN, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

January 11, 2008

Chase
P.O.Box 15678
Wilmington, DE 19850

Re: Debtor(s): Virgilio Escamilla
Account No: 152300346421
Soc Sec No: xxx-xx-3208

To Whom It May Concern:

You are hereby notified the above named debtor(s) have retained the law firm of DOAN, LEVINSON, & LILJEGREN, LLP with respect to an alleged debt you are attempting to collect. Accordingly, you must cease and desist all future communications with the above referenced Debtors(s) in accordance with California Civil Code Section 1788.14(c) and 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means.

Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client.

Be advised the debtor(s) dispute the validity of the debt and refuse to pay. You now must obtain verification of the debt and send the same to both the consumer(s) and this office prior to any further collection efforts, pursuant to CCC 1788.17 and 15 U.S.C. 1692(g).

Please direct all future correspondence to our office by utilizing any of the following available channels:

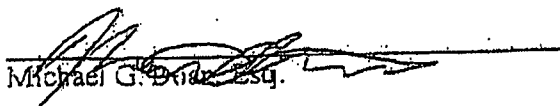
EMAIL: status@dcbtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above
PHONE: (760) 450-3333 Ext 3 (during the hours of 8am to 10am, PDT, M-F).

Any further unlawful communication with our client(s) absent our express written consent will violate the above reference laws and result in a claim by the Debtor(s) against you for damages. Should the Debtor(s) file Bankruptcy, such a claim is an asset of the estate, must be disclosed, and will most likely result in an lawsuit against you.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours,

DOAN, LEVINSON, & LILJEGREN, LLP


Michael G. Doan, Esq.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Re: Virgilio Escamilla

I am employed in the County of San Diego, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 2850 Pio Pico, Suite D, Carlsbad, CA 92008.

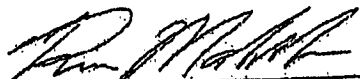
On January 11, 2008, I served the within document described as **NOTICE OF ATTORNEY REPRESENTATION - CEASE AND DESIST LETTER** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

See Attached List.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Carlsbad, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 11, 2008 at Carlsbad, California.



Ruben Maldonado

Bank of America
P.O. Box 1290
Norfolk, VA 23501

Chase
800 Brooksedge Blvd
Westerville, OH 43081

Chase
P.O.Box 15678
Wilmington, DE 19850

~~Countrywide Home Loan~~
~~450 American ST.~~
~~Simi Valley, CA 93065~~

~~CountryWide Home Loans~~
~~450 American Street~~
~~Simi Valley, CA 93065~~

Discover Financial Services
P.O. Box 15316
Wilmington, DE 19850

~~Ford Credit~~
~~P.O. Box 152271~~
~~Irving, TX 75015~~

DOAN LAW FIRM, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
doanlaw.com

March 18, 2008

Chase
800 Brooksedge Blvd
Westerville, OH 43081

Re: Debtor(s): Virgilio Escamilla
Account No: 426684103626 and any other accounts related to the Debtor(s)
Sec Sec No: XXX-XX-3208

To Whom It May Concern:

As you have previously been notified, THIS OFFICE REPRESENTS THE ABOVE REFERENCED CLIENT(S) with respect to discharging your claim(s) in a Bankruptcy Petition under Title 11. Yet, despite our representation, you are still harassing our client(s) through your unlawful communications. As we previously advised you, such conduct is a direct violation of California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692b(6).

PLEASE NOTE THAT THIS OFFICE AGGRESSIVELY PURSUES DEBT COLLECTORS SUCH AS YOURSELF FOR SUCH ABUSIVE, DECEPTIVE, AND UNFAIR DEBT COLLECTION PRACTICES. Accordingly, each further harassing communication with our client will serve as evidence that not only is your conduct illegal, but also willful and malicious. Your continued unlawful activity despite our representation is also causing our client(s) severe emotional distress.

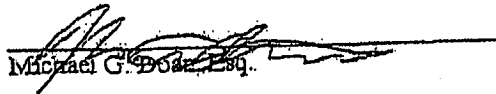
In light of the above, you are once again put on notice that our client(s) refuse to pay and you must cease further communications with them pursuant to California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692c(e). All future communications must go through our office by accessing our "Creditor Link" on our website at:

www.doanlaw.com (the exact address is http://doanlaw.com/creditor_link.html)

Finally, please note that you will soon be receiving an Order for Relief under Title 11.

Very truly yours,

DOAN LAW FIRM, LLP


Michael G. Doan, Esq.

Michael G. Doan, Esq.
Doan Law Firm, LLP
2850 Pio Pico Drive #D
Carlsbad, CA 92008

Chase
800 Brookside Blvd
Westerville, OH 43081

DOAN LAW FIRM, LLP
2850 Pic Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
doanlaw.com

March 18, 2008

Chase
P.O.Box 15678
Wilmington, DE 19850

Re: Debtor(s): Virgilio Escamilla
Account No: 152300346421 and any other accounts related to the Debtor(s)
Soc Sec No: XXX-XX-3208

To Whom It May Concern:

As you have previously been notified, THIS OFFICE REPRESENTS THE ABOVE REFERENCED CLIENT(S) with respect discharging your claim(s) in a Bankruptcy Petition under Title 11. Yet, despite our representation, you are still harassing our client(s) through your unlawful communications. As we previously advised you, such conduct is a direct violation of California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692b(6).

PLEASE NOTE THAT THIS OFFICE AGGRESSIVELY PURSUES DEBT COLLECTORS SUCH AS YOURSELF FOR SUCH ABUSIVE, DECEPTIVE, AND UNFAIR DEBT COLLECTION PRACTICES. Accordingly, each further harassing communication with our client will serve as evidence that not only is your conduct illegal, but also willful and malicious. Your continued unlawful activity despite our representation is also causing our client(s) severe emotional distress.

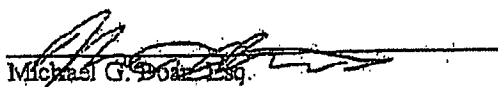
In light of the above, you are once again put on notice that our client(s) refuse to pay and you must cease further communications with them pursuant to California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692c(c). All future communications must go through our office by accessing our "Creditor Link" on our website at:

www.doanlaw.com(the exact address is http://doanlaw.com/creditor_link.html)

Finally, please note that you will soon be receiving an Order for Relief under Title 11.

Very truly yours,

DOAN LAW FIRM, LLP


Michael G. Doan Esq.

Michael G. Doan, Esq.
Doan Law Firm, LLP
2850 Pio Pico Drive #D
Carlsbad, CA 92008

Chase
P.O. Box 15678
Wilmington, DE 19850

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Re: Virgilio Escamilla

I am employed in the County of San Diego, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 2850 Pib Pico, Suite D, Carlsbad, CA 92008.

On March 18, 2008, I served the within document described as **SECOND NOTICE OF ATTORNEY REPRESENTATION - CEASE AND DESIST LETTER 2** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

Chase
800 Brookside Blvd
Westerville, OH 43081

Chase
P.O. Box 15678
Wilmington, DE 19850

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Carlsbad, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 18, 2008 at Carlsbad, California.


Ruben Maldonado

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B



Fecha de Apertura
Fecha de Corte
Fecha de Vencim. del Pago
Cantidad Mínima a Pagar

12/08/07
01/07/08
01/27/08
\$99.00

SERVICIO AL CLIENTE
Español 1-888-446-3308
En los EE.UU. 1-800-845-2000
TDD 1-800-855-8060
Pago Por Tel 1-800-436-7958
Fuera de EE.UU. llame a cobrar
revertido 1-302-594-8200

RESUMEN DE CUENTA VISA

Número de Cuenta: 4265 8411 0844 5733

Saldo Anterior \$5,082.85
Pagos, Créditos -\$101.00
Nuevo Saldo \$4,981.85

Línea de Crédito Total \$5,500
Crédito Disponible \$518
Línea de Acceso a Efectivo \$1,100
Disponible para Efectivo \$518

PREGUNTAS SOBRE
LA CUENTA
P.O. Box 15298
Wilmington, DE 19850-5298

ENVIAR PAGO A
P.O. Box 94014
Palatine, IL 60084-4014

VISITENOS EN:
www.chase.com/creditcards

RESUMEN DE RECOMPENSAS DE FLEXIBLE REWARDS

Saldo anterior de puntos 4,889
Puntos acum. por compras en este periodo 0
Nuevo saldo total de puntos 4,889

547 Los puntos caducarán el primer día de SEPTIEMBRE, 2011

Para recibir su puntos Flexible Rewards llame al 1-800-903-2265* o visite a www.chase.com/creditcards para tener acceso las 24 horas a su programa de recompensas. *Por favor, observe que algunos números telefónicos, sitios web y servicios no se encuentran actualmente disponibles en español.

TRANSACCIONES

Fecha de Transac.	Número de Referencia	Nombre del Comerciante o Descripción de la Transacción	Cantidad Crédito	Débito
12/23	13573570300000488860718	Payment Thank You Electronic Chk	\$101.00	

CARGOS FINANCIEROS ("CARGOS FINANC.")

Categoría	Tasa periódica diaria 31 días en el ciclo Corresp.	APR	Saldo Diario Promedio	Cargo Financ. Deb. a la Tasa Períod.	Cargo por Transacción	Cargo financ. Acum.	CARGOS FINANCIEROS
Compras	.00000%	0.00%	\$3,736.72	\$0.00	\$0.00	\$0.00	\$0.00
Adelantos de efectivo	.06967%	23.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transf. de saldo	.00000%	0.00%	\$1,294.00	\$0.00	\$0.00	\$0.00	\$0.00
Total de Cargos Financieros							\$0.00

APR Electiva: 0.00%

Por favor vea la información sobre su cuenta para el método de cálculo del balance, el período de gracia y otra información importante.

La APR Correspondiente es la tasa de interés que usted paga cuando tiene un saldo en cualquier tipo de transacción. La APR Electiva representa el total de cargos financieros, incluidos los cargos de transacciones tales como adelantos en efectivo y transferencias de saldo, expresados en forma porcentual.

Estado de cuenta para #: 4266 8410 3626 8882

Nuevo Saldo Fecha de Vencim. del Pago Cant. Atendida a Pagar Pago Mínimo
 \$3,176.61 (VOS \$0.00 \$63.00

CHASE

Cantidad Adjunta

5

Haga su cheque a nombre de Chase Card Services
 ¿Nueva dirección o correo electrónico? Anote con
 letra de imprenta al reverso.

42668410362688200006300003178610000005

6219 6E7 2.02405 D
 VIRGILIO C ESCAMILLA
 4305 SIERRA MORENA AVE
 CARLSBAD CA 92010-2030



CARDMEMBER SERVICE
 PO BOX 94014
 PALATINE IL 60094-4014



:500016028: 203103626688231:

CHASE

Fecha de Apertura.
 Fecha de Corte;
 Fecha de Vencim. del Pago;
 Cantidad Mínima a Pagar:

12/28/07
 01/25/08
 02/18/08
 \$63.00

SERVICIO AL CLIENTE

Español 1-888-446-3306
 En los EE.UU. 1-800-945-2000
 TDD 1-800-955-8060
 Pago Por Tel 1-800-486-7956
 Fuera de EE.UU. llame a cobro
 revertido 1-302-694-8200

RESUMEN DE CUENTA VISA

Número de Cuenta: 4266 8410 3626 8882

Saldo Anterior \$2,974.17
 Pagos, Créditos -\$81.64
 Compras, Efectivo, Débitos +\$267.76
 Cargos Financieros +\$18.22
 Nuevo Saldo \$3,176.81

Línea de Crédito Total \$3,500
 Crédito Disponible \$321
 Línea de Acceso a Efectivo \$3,500
 Disponible para Efectivo \$321

PREGUNTAS SOBRE

LA CUENTA
 P.O. Box 15298
 Wilmington, DE 19850-6298

ENVIAR PAGO A

P.O. Box 94014
 Palatine, IL 60094-4014

VISITENOS EN:

www.chase.com/edica

TRANSACCIONES

Fecha de Transac.	Numero de Referencia	Nombre del Comerciante o Descripción de la Transacción	Cantidad Crédito	Débito
12/24	24164077359259011981664	VONS Store0021428 CARLSBAD CA		\$60.00
12/24	24792627359675000662482	VICTORIA'S SECRET 0414 CARLSBAD CA		42.56
12/24	24445007359118706109851	CVSPHARMACY #9479 003 CARLSBAD CA		13.67
12/28	24248517365667033815054	REEBOK FCTRY DIRECT #114 CARLSBAD CA		32.22
12/31	24289167365904684333379	JCPENNEY STORE 0566 CARLSBAD CA		14.00
12/30	24418007365365149159300	GAP OUTLET #7780 NEWPORT BEACH CA		21.54
12/31	24445008001128435891720	VALU PLUS #25 SAZ OCEANSIDE CA		35.68
12/31	24792828002675000670171	VICTORIA'S SECRET 0414 CARLSBAD CA		26.67
01/03	24418008004004049788609	GAP OUTLET #7780 NEWPORT BEACH CA		21.54
01/05	10050050900000598242436	Payment Thank You Electronic Chk	60.00	
01/08	74418008009009040210706	GAP OUTLET #7780 NEWPORT BEACH CA		21.54

CARGOS FINANCIEROS ("CARGOS FINANC.")

Categoría	Tasa periódica diaria	APR	Saldo Diario Promedio	Cargo Financ. Del día	Cargo por Transacción	Cargo Financ. Acum.	CARGOS FINANCIEROS
Compras	.02189%	7.99%	\$2,519.28	\$17.10	\$0.00	\$0.00	\$17.10
Adelantos de efectivo	.05751%	20.89%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resumen promocional	.00545%	1.99%	\$962.01	\$1.12	\$0.00	\$0.00	\$1.12
Total de Cargos Financieros							\$18.22
APR Efectiva:			6.87%				

Estado de cuenta para #: 4266 8411 0844 5733

Nuevo Saldo \$5,106.38 Fecha de Vencim. de 02 Ju Cant. Atrasada a Pagar: 08 Pago Mínimo: \$274.00



Cantidad Adjunta \$

Haga su cheque a nombre de Chase Card Services.
Nueva dirección o correo electrónico? Anéxelo con
una etiqueta postal al reverso.

426684110844573300027400005106380000008

22457 881 2 03005 0
VIRGILIO ESCAMILLA
4305 SIERRA MORENA AVE
CARLSBAD CA 92010-2830



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



⑈5000 16028⑈ 2031 108445733 7⑈



Fecha de Apertura:
Fecha de Corte:
Fecha de Vencim. del Pago:
Cantidad Mínima a Pagar:

01/08/08
02/07/08
02/27/08
\$274.00
SERVICIO AL CLIENTE
Español 1-888-446-3308
En los EE.UU. 1-800-945-2000
TDD 1-800-955-8060
Pago Por Tel 1-800-436-7958
Fuera de EE.UU., llame o cobro
revertido 1-302-594-8200

RESUMEN DE CUENTA VISA

Número de Cuenta: 4266 8411 0844 5733

Saldo Anterior	\$4,881.85	Línea de Crédito Total	\$5,500
Compras, Efectivo, Débitos	+\$39.00	Crédito Disponible	\$392
Cargos Financieros	+\$55.59	Línea de Acceso a Efectivo	\$1,100
Nuevo Saldo	\$5,106.38	Disponible para Efectivo	\$0

PREGUNTAS SOBRE
LA CUENTA
P.O. Box 15298
Wilmington, DE 19850-5298

ENVIAR PAGO A
P.O. Box 94014
Palatine, IL 60094-4014

VISITENOS EN:
www.chase.com/creditcards

La nueva tasa de porcentaje anual (APH por sus siglas en inglés) y el vencimiento de la tasa promocional reflejados en este estado de cuenta es el resultado de un pago atrasado en su cuenta. Para su conveniencia, usted siempre puede pagar en línea a través de los servicios de nuestra página web mencionada en este estado de cuenta.

RESUMEN DE RECOMPENSAS DE FLEXIBLE REWARDS

Saldo anterior de puntos	4,889
Puntos acum. por compras en este período	0
Nuevo saldo total de puntos	4,889

647 Los puntos caducarán el primer día de SEPTIEMBRE 2011

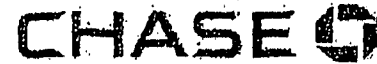
Para redimir su puntos Flexible Rewards, llame al 1-800-603-2265* o visite a www.chase.com/creditcards para tener acceso las 24 horas a su programa de recompensas. *Por favor, observe que algunos números telefónicos, sitios web y servicios no se encuentran actualmente disponibles en español.

TRANSACCIONES

Fecha de Transac.	Número de Referencia	Nombre del Comerciante o Descripción de la Transacción	Cantidad Crédito	Cantidad Débito
01/28		LATE FEE		\$39.00

CARGOS FINANCIEROS* ("CARGOS FINANC.")

Categoría	Tasa periódica diaria	APR	Saldo Diario Promedio	Cargo Financ. Del y la Tasa Períod.	Cargo por Transacción	Cargo financ. Acum.	CARGOS FINANCIEROS
Compras	0.05477%	18.99%	\$2,732.17	\$59.37	\$0.00	\$0.00	\$59.37



VIRGILIO ESCAMILLA
4305 SIERRA MORENA AVE
CARLSBAD CA 92010-2830



Por favor, revise su cuenta ahora mismo.
Envíe su pago por correo o visítenos a
www.chase.com/creditcards

Envíe su pago a:
 Cardmember Service
 P.O. Box 15548
 Wilmington, DE 19886-5548

Estado de cuenta para #: 4266 8410 3626 6862

Número de Cuenta Fecha de Vencimiento del Pago Canjeo de Cheques a Pagos Pagar Mínimo
\$3,299.77 0 08 \$217.00



Cantidad Adjunta

\$

Haga su cheque a nombre de Chase Card Services
Nueva dirección o correo electrónico? Adjunte cupón
para la impresión al reverso.

42668410362668620002170000329770000003

01/06/08: 2008/08/20
VIRGILIO C ESCAMILLA
4303 SIERRA MORENA AVE
CARLSBAD CA 92010-2830



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



15000160281 2031036266862311



Fecha de Apertura
Fecha de Corte
Fecha de Vencimiento del Pago
Cantidad Mínima a Pagar

01/26/08
02/25/08
03/21/08
\$217.00

SERVICIO AL CLIENTE
Español 1-888-445-3308
En los EE.UU. 1-800-945-2000
TDD 1-800-555-8060
Pago Por Tel 1-800-436-7958
Fuera de EE.UU. Llame a su
reversillo 1-302-594-8200

RESUMEN DE CUENTA VISA

Número de Cuenta: 4266 8410 3626 6862

Saldo Anterior \$3,178.61
Compras, Efectivo, Débitos +\$39.00
Cargos Financieros +\$82.15
Nuevo Saldo \$3,299.77

Línea de Crédito Total \$3,500
Crédito Disponible \$200
Línea de Acceso a Efectivo \$3,500
Disponible para Efectivo \$0

PREGUNTAS SOBRE LA CUENTA

P.O. Box 15298
Wilmington, DE 19850-5298

ENVIAR PAGO A

P.O. Box 94014
Palatine, IL 60094-4014

VISITENOS EN:

www.chase.com/espanol

La fecha de vencimiento de la tasa promocional reflejada en este estado de cuenta es el
resultado de un pago atrasado efectuado durante el período de promoción en su cuenta. Para
su conveniencia, usted siempre puede pagar a través de los servicios de nuestra
página web mencionada en este estado de cuenta.

10101010

El presente documento es un resumen de su cuenta de crédito. No es un contrato. El contrato de su cuenta de crédito se encuentra en el reverso de este documento. Este documento no es un documento legal. No debe ser usado como tal. Este documento es solo para su información. No debe ser usado como tal. Este documento es solo para su información. No debe ser usado como tal.

Este documento es un resumen de su cuenta de crédito. No es un contrato. El contrato de su cuenta de crédito se encuentra en el reverso de este documento. Este documento no es un documento legal. No debe ser usado como tal. Este documento es solo para su información. No debe ser usado como tal.

Este documento es un resumen de su cuenta de crédito. No es un contrato. El contrato de su cuenta de crédito se encuentra en el reverso de este documento. Este documento no es un documento legal. No debe ser usado como tal. Este documento es solo para su información. No debe ser usado como tal.

Cardmember Service
P.O. Box 15548
Wilmington, DE 19886-5548



February 27, 2008

08072 BAT 001 01 05806 *****
VIRGILIO ESCAMILLA
4305 SIERRA MORENA AVE
CARLSBAD CA 92010-2830



Número de cuenta que termina en: 5733
Cantidad por pagar: \$274.00

POR FAVOR: Ayúdenos a
mantener abierta su cuenta.

Estimado(a) VIRGILIO ESCAMILLA:

Usted es un titular de tarjeta valioso, y deseamos ayudarle a mantener la cuenta de su tarjeta de crédito al día.

De conformidad con nuestros registros, existía un saldo atrasado para la fecha indicada arriba. Esto puede ocasionar que sus privilegios de utilización de su tarjeta sean suspendidos muy pronto, si ya no lo están. Para poner su cuenta al día y mantener todos sus privilegios de utilización de tarjeta, el pago tiene que ser enviado inmediatamente.

Usted también puede considerar usar nuestro servicio de recordatorio por correo electrónico para ayudarle a asegurarse que sus pagos se hagan a tiempo. O, si está experimentando problemas financieros en este momento, por favor informenos y podremos hacer arreglos especiales para usted.

Es fácil volver a poner su cuenta al día. Pero la falta continua en efectuar sus pagos traerá como consecuencia la revocación permanente de los privilegios de utilización de su tarjeta, el aumento de actividades de cobro y un daño en su calificación crediticia, lo cual puede dificultarle el solicitar un préstamo o financiar un auto o casa en el futuro.

Usted puede enviar su pago por correo a la dirección que se encuentra a continuación o visitemos por Internet a www.chase.com/creditcards para efectuar su pago y mantener su tarjeta abierta y trabajando para usted.

Atentamente,

Rina Canoll
Customer Support Division
(División de apoyo al cliente)

P.D.: Si ya ha efectuado su pago, se lo agradecemos. Si no está seguro si su cuenta está al día, si tiene alguna pregunta o necesita discutir alguna circunstancia especial, por favor llame al 1 877 638 1811.

Envíe su pago a:
Cardmember Service
P.O. Box 15548
Wilmington, DE 19886-5548

UNLAWFUL COLLECTION COMMUNICATIONS LOG

1. **DATE** _____ **TIME** _____ **TYPE OF CALL** _____ **INITIALS** _____ **NAME** _____ **PHONE** _____ **ADDRESS** _____ **CITY** _____ **STATE** _____ **ZIP** _____

2. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

3. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

4. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

5. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

6. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

7. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

8. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

9. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

10. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

11. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

12. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

13. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

14. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

15. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

16. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

17. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

18. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

19. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

20. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

21. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

22. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

23. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

24. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

25. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

26. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

27. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

28. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

29. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

30. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

31. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

32. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

33. **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____ **REASON FOR CALL** _____

CHASE 

1066107102025500

16398 ACS DO: 007 085DE : HXVNNNNNNNNNNNNNN

Asunto Su cuenta terminando en
5733

La cuenta es propiedad de Citic Bank U.S., N.Y. Los clientes podrian supervisar y grabar para asegurar el pago de los cheques de retiro en el

Match 05, 2008

18397 HCS 001 007 08508 . INNNNNNNNNNNNNNNNNNN

Virgilio C Escamilla
4305 Sierra Morena Ave
Carlsbad CA 92010-2830

Asunto: Su cuenta terminando en:
6862:

Le client es propriétaire de Chase Bank USA, N.A. Les transactions sont
supervisées y/c gérées par le régulateur et les lois des Etats-Unis et de l'étranger et
serviront.

[illegible]

UNLAWFUL COLLECTION COMMUNICATIONS LOG

Notes dictated to dictationist

1. IMMEDIATELY IMMEDIATELY every communication you have with any debt collector, whether by letter, by phone or by message. Keep this log next to your phone. Don't throw anything away, including the envelopes that contain correspondence you have with a debt collector during the conversation.

2. SAME every single voice mail, answering machine, collection letter, and paper message. Don't throw anything away, including the envelopes that contain correspondence you have with a debt collector during the conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

3. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

4. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

5. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

6. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

7. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

8. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

9. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

10. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

11. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

12. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

13. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

14. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

15. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

16. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

17. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

18. ALWAYS LISTEN, SAY, or I am recording this conversation. If you record and don't say this, you can be sued for \$5,000.00 by the collector.

Page 42 of 48

ATTORNEY YOUNG IS NOT PRIVILEGED / ATTORNEY WORK PRODUCT

What Did Collector Say? Amount
Demanded? Payment Terms? Threats?
Profanity? Harassment? Legal Action?
Calls to Friends or Neighbors? Abuse?
(Use as many lines or pages as needed)

Collection Agency
Name and
Telephone Number?

Collector's
Name?

Phone Call,
Voice Mail,
Letter, Paper
Message?

How Many
Minutes Did
Call Last?
(Approx.)

Time
of Call?
(00:00-24:00)

After colle my work

Her wait take

con Virailis

Chase

1800-327-4676

Chase

1800-327-4676

Cira

Cira

3/14/08 12:15 PM 2 minute

3/14/08 4:29 PM 2 minute

UNLAWFUL COLLECTION COMMUNICATIONS LOG

ಅಧಿಕಾರಿಗಳಿಗೆ ಅಧಿಕಾರ ವಿಸ್ತರಿಸುವುದು

[illegible]

of a communications you have with a newspaper. Don't throw away the clipping and paper message. Don't throw away the clipping and paper message. Don't throw away the clipping and paper message.

SAVE every single vintage into a master file. If you have a collection of letters, all you need to do is photocopy them and save the originals in a separate file. This way, you can be sure for \$5.00 (plus shipping) to find out if you're right.

these collection letters came in on anniversary postcards.

ALWAYS FIRST SAY NO! (and then explain why you can't send additional notices to the creditors.)

What did Collector Say? Amount

What Did Collector Say? Amount
Demanded? Payment Terms? Threats?
Profanity? Harassment? Legal Action?
Calls to Friends or Neighbors? Abuse?

Collection Agency
Name and
Telephone Number

Collector's Name?

Prime Call,
Voice Mail
Caller, Payer
Message?

and the
in the
and the

100

10

When you

rise

777-4676

55

1951/52



300 S. Grand Avenue - 4th Floor
Los Angeles, CA 90071
Telephone No.: 213-621-8325
Fax No.: 213-621-8496

April 16, 2008

Virgilio Escamilla
4305 Sierra Morena Ave
Carlsbad, CA 92010-2830

RE: CHASE BANK USA, N.A. Account No(s).
4266841108445733 4266841036266862
Balance: \$8,406.15

Dear Virgilio Escamilla:

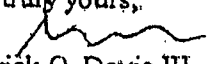
Due to your failure to pay the balance due on your account, we have been instructed to file suit against you. Additionally, as required by law, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Once a judgment is obtained, your income may be garnished and other personal property subject to levy may be seized to satisfy the judgment. If you own real property, liens could be placed thereon.

In addition to the \$8,406.15 due on your account, the judgment may include costs of suit, interest and attorneys fees at the discretion of the court. You are hereby notified that, if the balance due on your account is less than \$5,000.00, we opt not to use the small claims court and you could be liable for additional amounts of up to the costs of suit and, when allowed by law, attorneys' fees. Judgments can remain in your record for 10 years or longer.

Filing of the lawsuit is unavoidable. However, to avoid the unnecessary progression of the lawsuit to judgment and eventually wage garnishment, please contact one of my legal assistants immediately for repayment options at the number indicated above upon receipt of this letter. Thank you for your attention to this matter.

Very truly yours,


Shedrick O. Davis III
David B. Snyder
Arthur W. Shwachman
Huan T. Nguyen
Attorneys for Plaintiff
CHASE BANK USA, N.A.

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Chase Bank USA, N.A.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
NORTH COUNTY DIVISION

2008 JUL 14 PM 2:09

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Virgilio Escamilla

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case, there may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):
Superior Court of California
325 South Melrose
325 South Melrose
Vista, CA 92081
North County Division

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Matthew M. McCormick, SBN 182543 (760) 450-3333 (760) 720-6082
Doan Law Firm, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, CA 92008

DATE:

(Fecha) JUL 14 2008

Clerk, by

(Secretario)

J. Bako

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

ORIGINAL
CIVIL COVER SHEET

VIA FAX

JS 44 (Rev. 12/07) (and rev 1-08)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS VIRILIO ESCAMILLA		DEFENDANTS CHASE BANK USA, N.A. and DOES 1 through 10, inclusive	
(b) County of Residence of First Listed Plaintiff - San Diego (EXCEPT IN U.S. PLAINTIFF CASES)		County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.	
(c) Attorney's (Firm Name, Address, and Telephone Number) MATTHEW M. McCORMICK (SBN 182543) THE DOAN LAW FIRM 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008 Tel: (760) 450-3333; Fax: (760) 720-6082		Attorneys (If Known) GEORGE G. WEICKHARDT (SBN 58586) WENDY C. KROG (SBN 257010) ROPERS MAJESKI KOHN & BENTLEY, 201 Spear St., #1000 San Francisco, CA 94105; Tel: (415) 543-4800; Fax (415) 672-6301	

II. BASIS OF JURISDICTION (Place "X" in One Box Only)		III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)	
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in This State. <input type="checkbox"/> 4
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State <input type="checkbox"/> 5
		Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	Foreign Nation <input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)			08 CV 1536 JM WMC	
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input checked="" type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainees <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
--	--	--	---	--	---	--

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 U.S.C. § 1441(a); 28 U.S.C. § 1332(a)(1)

Brief description of cause:
 Plaintiff alleges violations of the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

DATE: 8/19/08

SIGNATURE OF ATTORNEY OF RECORD: Wendy C. Krog, Esq.

Attorney for CHASE BANK USA, N.A.

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

154280 - TC

**August 20, 2008
11:23:17**

Civ Fil Non-Pris

USAO #: 08CV1536

Judge...: JEFFREY T MILLER

Amount..:

\$350.00 CK

Check#: BC32200

Total-> \$350.00

FROM: VIRGILIO ESCAMILLA
VS
CHASE BANK